

Page 16

# JACUZZI ROOM

SET PEACOCK CANDLE HOLDER 11" STONEWARE 12 4" WEDDING CANDLE PAIR 5 4 INCH CANDLES 4" CERAMIC A AHKEPH BOWL 24 X 18 PICTURE OF ARIZONA 5 X 5 % CLOTA TISSUE BOX BOTTLE 902 SPA AND BATH FRAGRANCE CERAMIC FAIRY GIRL 16" TALL CERAMIC BENCH FOR FAIRY GIRL 17 1 X 5 1 CERAMIC PLATES FES 11 % X 11 % GLASS HEART CANDLE-CANDLE ESCENTS 4 % X 3 % GLASS CANDLE 8 4" TALL WALL CLOCKS 1' X 9" EXTENSION CORD VHS CHRISTMAS 1999 ALICE IN WONDERLAND AUDIO BOOK-UNOPEN NORA ROBERTS DOLPHINS & DREAM AUDIO BOOK 14-VHS TAPES CAULKING GON FLASH LIGHT TROLL 7/32 X 532 ANTIQUE METAL IRON W/HOLDER COLEBROOKDALE IRON HOMEDICS COMBINATION CANDLE AND FOUNTAIN SET (STILL IN BOX) 3 SCRAPERS 2 BITS SCISSORS NOOTIGEDAGH 5/8" TILE DREMEL TOOL PIECE

Ans. 3 1 203

#### KITCHEM

Page 17

SILVER BOW: 10 5 X 8 PAMPERED CHEE BARING IH 11 12 % 10 % 9" PIE FATE PAMPERED CHEF (STILL IN BOX) SILVER DISH -NAMBEXX 668 10" X 15" 11-GLASS GOBLETS 4 SM CERAMIC PLATES (HANDPAINTED) SM CERAMIC BOWL I TEA CUPS (HANDPAINTED) I SM CREAMER CUE (HANDPAINTED) 2 9M CERAMIC PLATES- THE FUCHSIA FAIRY & MARIGOLD FAIRY SCHMID JEMIMA PADDLE CLUCK CERANIC MUSIC BOX PRECIOUS MOMENTS SM LORDS BLESSING PLAQUE APC BATTERY BACKUP 700V STILL IN BOX (NEVER USED) PAMPERED CHEE- LOAF PAN (STILL IN BOX) 20-CDS (NEVER OPENED) 19-CDS (CASES CAN BE CLEANED) 7 GLASS GOBLETS PRESSER VALUE-9327E 16" LONG TEA CUP W/SAUCER (ROYAL ALBERT) GLASS CUP CERAMIC FISH PLATTER (MACKENZIE CHILDS) GLASS PLATE (SEATI PAUER SIGNED) LG CERMAIC PITCHER (MYTLE) GLASS FLOWER VASE METAL PICTURE FRAME BOWL MESA INTERNATIONAL UTENSIL HOLDER SILVER MARIPOSA. BOWL W/MATCHING SALAD FORK AND SPOON IN VELVET POUCH HEDGE SREARS KEY CERAMIC BOWL 31 %" FIREPLACE DSS. 20 %" DOUBLE LIGHT WITH STAND CERAMIC TEA POT WITH LID GLASS PLATE

CERAMIC SUGAR BOWL WITH LID



Page 18

## KITCHEN CONTINUED:

GLASS GOBLET 2-CERAMIC PLATTER-JOHNSON BROS. 6-CUPS CERAMIC BOWL VILLEROY & BOCH CERAMIC BOWL WILLIAMS-SONOMA HANDPAINTED CERAMIC PLATE BY ANCORA 3-PETER RABBIT BOWLS W/ CUP AND PLATE LG PITCHER 4-SAUCER PLATES 3-GODINGER 1855 PLATE CERAMIC CASSEROLE DISH BORTNER DESIGN CHIP AND DIP CERAMIC DISH 13-GLASS GOBLETS VILLEROY AND BOCH TEA POT W/LID SM VASE 3-VILLEROY & BOCH SAUCER PLATES SHOFU SAUCER PLATE YESTERYEAR HONEY CERAMIC BOWL W/LID



Page 19

1 2 1 2013 2 1 2013

BIG BALL CLOSET

GYMBAC
TIME WORKS CLOCK ROUND
WOODEN JEWLERY BOX WOMANS FACE 5 X 6 ½
3 PICTURE FRAMES ON CHAINS
BLACK UMBRELLA
CHRISTMAS TAPESTRY
SET OF 5 PRINTS 20 ½ X 16 FLOWERTREE FLORENTINE FRAMES
PICTURE FRAME WITH PICTURE 14 X 11
MOTHER OF TWINS PICTURE FRAME 13 X 15 ½
RAGWOOD PICTURE IN FRAME 13 X 11
2 RELIGIOUS STATUES 12" MUSEUM COMPANY
CHRISTMAS TREE CANDLE HOLDER 8" BRASS
LARK SHOE ORGANIZER

FUT 8 1 7003

Page 20

#### Visions Corp.

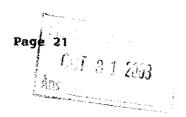
## LIVING ROOM

14 X 174 -GTRL 18 X 15- NUDE GIRL 18 X 15-LADY W/UMBRELLA 16 X 244 -WOMAN WITH FLOWERS 16 X 24- HORES AND 2 FEMALES 315~CD\$ 2-BROWN LAMPSHADES 11 4 X 10 LEATHER PHOTO ALBUM . 10 ½ X 12 LEATHER PHOTO ALBUM 13 1 X 8 1 PIERRE RENOIR SOMERSET 9 X 8 1/2 PHOTO ALBUM LOVING THOUGHTS 9 X 7 % PHOTO ALBUM (NO NAME) 6 % X 4 % PHOTO ALBUM (NO NAME) 2-5 % X 7 PHOTO ALBUM METAL AND VELVET 5 x 6 ₩ PHOTO ALBUM (NO NAME) 12 X 10 % PHOTO ALBUM HIGH SCHOOL MEMORIES 12 X 10 PHOTO ALBUM (NO NAME) 9 X 8 % PHOTO ALBUM C.R. GIBSON 9 X 8 PHOTO ALBUM N.Y.C 250-DVDS 19-DOUBLE SET DVDS GATE LARGE 7 PANEL CHILDRENS GATE WATER PURIFIER KENMORE #4234481 13" PORCELIN DOLL 13" PORCELIN CHINA DOLL 1 PAIR GLASSES GLASS CANDLE HOLDER 12" GLASS VASE 12" GLASS BOWL CERAMIC AUSTIN SCULPTURE MOTHER AND CHILD 10" CERAMIC TRINKET BOX 8" CERAMIC CANDLE HOLDER 13" CERAMIC PLATE DECORATIVE 12" x 12" GLASS ANGEL 4" METAL WALL HANGING 2312" X 2312" GLASS VASE HEAVY DOUBLE 4" GLASS PAPER WEIGHTS CERAMIC BOWL 2 GLASS BOWLS HAND PAINTED GRANADA GOLD CERAMIC DISH GLASS VASE 2 TRINKET BOXES

VIDEO CABLE IN BOX (RECOTON)

LIVING ROOM CONTINUED:

MASDKA GIRAFFE STATUE
CABLES FOR VCR OR TV
PAIR SPEAKERS-MIRAGE 12" X 7 %"
CORRICK WOOD PICTURE FRAME
30- VHS TAPES
3-DVD
STAINED GLASS CANDLE HOLDER
2-REMOTES
9-WOODEN HOUSES (ST. FRANCIS COLLEGE COLLECTION)
CASE WITH PICTURES





### FAMILY ROOM

PICTURE FRAMES- 9 X 7 WOOD, 7 X 9 METAL, 14 ½ X 11 ½ 6 % X 8 %, 13 X 16, 7 % X 5 %, STARBUCKS PICTURE FRAME SET MAKER "THE HOLE IN THE WALL" BOOK STAND SET 8 14 TOM GROWTH "GOOSE ON GOLDEN EGG" RADIOSHACK SPEAKER MOUNT BRACKETS RADIOSHACK GROUNDING ADAPTER RADIOSHACK SPEAKER CABLE CLIPS RADIOSHACK ROSIN CORE SOLDER RADIOSHACK SOLDERING GUN RCA JACKS SET OF TRINKET HEAD DOLLS JEWIERY BOX WITH FLOWER DESIGN ON TOP 9 DVDS 29 VHS TAPES PEACOCK CARVED MIRROR 18 X 16 BATHROOM PRINT 10 X 19 C. WINTELE & SON PRINT OF GUY AND GIRL DANCING 8 X 10 BATH AND BODY WORKS CANDLES CERAMIC CUP SARAH AND MOM CUS PRO DRYER PICTURE FRAME 4 X 6 GOD SAVE THE QUEEN T-SHIRT IN PLASTIC WRAP "VILLEROY & COCK" DECORATIVE PLATES 8 MINI LAMP SHADES CHRISTMAS PLATE SET OF "VILLEROY & BOCK" FRUIT BASKET DISHES METAL PLATE MINI CHINA PLATES PASTA SCOOP "HARRY & DAVID" BOWL SILVER WARE "RE & BARTON" MAGNETIC FARM BOOK "HARRY & DAVID" PLATTER SET OF PLATES CHRISTMAS TREE BOWL "THE GIVING TREE" BY SHEL SILVERSTEIN

### ENTRY WAY/CLOSET HALLWAY

BIKE BELMET SM WICKER BASKET G.B. FLORENCE CASE METAL CANDLESTICK HOLDER CHILDS UMBRELLA BOX OF RED CANDLES VACUUM ATTACHMENT STANLEY SCREWDRIVERS LIGHT GREEN CANDLE 4 PACK OF BOX TAPE W/MASKING TAPE ROLLS A TRIBUTE TO MOTHER BOX AND BOOK WITH BOOK MARK DISH WITH LID BRASS DOORKNOCKER FORGET ME NOT CANDLES FLOWERED UMBRELLA 2-OFF CANDLE BOX OF VOTIVE CANDLES TOTE BOX: SCHLAGE DOORHANDLE, MAGNETIC HOUSE, MAGNET SET, 3M SPRAY ADHESIVE, DOOR LATCH PHILLIPS LIGHTBULBS ALAMBRE HOOKS & EYES SMALL SQUEEGE SHIMANO BIKE PETAL BOX LEVEL CABINET SLIDE LOCK BOLT DOOR LOCK RAZOR BLADE



## SPARE REDROOM FLOOR

TITANIUM PRO 35 HEAD SET

CERAMIC FLOWER POT- 5" TALL LS CERAMIC BOWL- 12"X6" Áħs. 5-CERAMIC CHERUB 6" PAIR CANDLE STICK HOLDER METAL-6" 44 " CERAMIC GIRAFFE S.T.B 1-23-03 4-10" CANDLE STICKS EVEREADY FLASHLIGHT 7" LONG 912 " PEACE ON EARTH 3D PIECE IN PLASTIC FRAME W/GLASS TIN BOX 64 X5 W/SEWING THREAD SPOOLS INSIDE 6" CANDLE STICK HOLDER METAL BLUE EYE GLASS CASE (PEARL VISION) METAL BOWL W/BUNNY DESIGN 7 % x 7 % WALL CLOCK METAL (HELIO) 11 % x 11 % WOODEN TRAY 174 X 13 GLASS CANDLE HOLDER 357" ADVANCE ALARM CLOCK BODUM DRINK MIXER CUP 6" DESK LIGHT MODEL 4400 UV FILTER-001 TABLE LAMP WITH SHADE 14" PAIR GLASSES PAIR SUNGLASSES 3 FILM PACKS STILL IN PLASTIC METAL FRAME W/STAND 14x18 IN PLASTIC WRAP METAL FRAME IN PLASTIC 17X114 4 BOLTS IN PLASTIC 3-600 ML PYREX NO. 100 5" GLASS MEASURING CUPS SMALI. MFG CORP MOTOR MODEL MOA-V113-AE VOLTS 110/115 6- PYREX KJELDAHL FLASKS 100ML NO. 5420 CORNING PC-353 STIRRER 7"X8" 6- PYREX CORNING FLASK 50ML STEREO ANTENNA WIRE RCA JACK WIRES COMPUTER WIRES VACU-BULB DESOLDERING TOOL CAT NO. 64-2086 RADIO SHACK AUTO RINGING DIGITAL MULTIMETER POCKET SIZE 2 1000G-295G ACT WEIGHTS HARD DRIVE CABLE INTERNAL FLAT RIBBON 2" MAGNETIC SCALE MAGNIFER NO. 552 ACCURA MAGNIFIER LENS- 3 LENS



Page 22

F. 131203

PITTSBURGH-(
FEB 2 6 2003
Ans.

# **Property Claims Services**

117 Arbor Crest Lane

Lillington, North Carolina 27546

Telephone: (910) 797-3327

Fax: (800) 933-1175 Schumannjcs@aol.com

# **Additional Living Expense**

(Lease Agreement)

February 21st, 2003

Amica Mutual Insurance Company Pittsburg Regional Office 1500 Corporate Drive, Suite 250 Canonsburg, Pennsylvania 15317-8574

Attention: Mr. David J. Bennett, Claims Manger

#### Refernece:

Customer: John & Amy Borden

Date of Loss: 02/16/03 Cause of Loss: Fire Claim #: F300301218

#### Mr. Bennett:

Attached, please find a copy of a signed lease agreement between Amy Borden and Michelle Firman (agent employed by Coldwell Banker, acting on the behalf of Too Much Stuff, LLC), owner of the house located at 5011 Wolf Road, Erie, Pennsylvania.

Initially, the owner wanted \$1,600.00 per month for this unfurnished house and would not accept less than a one year lease. Because the interior of the dwelling required some painting and replacement of carpeting to make it suitable for occupancy by our customer and the three small children, an agreement was reached to pay \$1,800.00 per month for six months up front (the minimum time necessary for completion of repairs to the insured dwelling), and following would be a month-to-month agreement that \$2,000.00 per month would be paid should the customer require use of the rental house for more that the initial six months.

Mrs. Borden's concerns pertaining to the interior of the dwelling and the necessity to paint the interior relates to the age of the rental house and related concerns that perhaps some lead paint which was pealing required attention in the way of painting. The owner agreed to incur the cost to address these concerns with the simultaneous understanding that the cost per month would increase from \$1,600.00 to \$1,800.00. This work is being completed immediately so as to allow the customers to occupy the rental house as soon as possible.

Several circumstances contribute to the necessity to focus on providing adequate housing for the customers as soon as possible.

First, in addition to Mr. and Mrs. Borden being devastated by the recent fire and their lives being fragmented, the three small children are currently with Mrs. Borden's family in Pittsburg.

Mrs. Borden has had a very difficult time dealing with the absence of her children as well as addressing the "special needs educational arrangements" she had undertaken as one of her children requires this type of attention.

Secondly, Dr. Borden moved to Erie with his family six months ago to undertake and manage a new program related to his expertise. Dr. Borden is a Neurologist at the local hospital and is feeling stress due to his enormous responsibilities and this new position. Understandably, he feels added pressure and confusion given his focus on family responsibilities.

For these reasons as well as the obvious, I wanted to focus on and be available to the customers to acquire housing that would be suitable. Having accomplished this, some similar state of organization can be regained once the family is reunited at the 5011 Wolf Road location and consequently, something resembling their prior routine and responsibilities can be more easily managed.

#### Initial ALE Concerns:

Currently, and since the date of loss, the customer has been located at the Clarion Hotel here in Erie. We will address those expenses once they occupy the Wolf Road rental house and a subsequent report will follow outlining those "additional expenses" incurred with supporting documentation.

#### ALE Request for Payment; Lease Agreement:

It is recommended, based on the narrative above, that a check totaling \$10,800.00 be issued and made payable to: Coldwell Banker and mailed to 2100 West 8th. Street, Erie, Pennsylvania 16505. This represents lease payment for six months beginning March 1st. 2003 and ending August 31st. 2003 as outlined per the attached lease agreement.

I would recommend a reserve should repairs require time beyond the initial six months. Following will be a summary of incurred expenses associated with additional living requirements as I expect to gather and summarize this information within the following 5 days.

Thank you for allowing Property Claims Services to be of assistance.

Respectfully Submitted:

John C. Schumann

Page 1

# LEASE AGREEMENT

This Lease is a legally binding contract. Read it carefully. You will give up certain of your rights as a Tenant. Do not sign it until each tenant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages.

The Landlord has made every effort to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Landlord for a written explanation before signing the Lease.

The preprinted portions of this lease have been pre-approved as being in "plain language" by the Pennsylvania Attorney General. The typed or written-in portions and attachments (unless otherwise indicated) have not been reviewed by the Attorney General. In the opinion of the Office of Attorney General, a pre-approved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer contract Act. Pre-approval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.

#### LEASE INFORMATION TABLE

Landlord Name and Address	TOO MUCH STUFF,LLC / RIDGEFIELD D	EVELOPMENT CORP. (AGENT)
Tenant(s) Name(s): JO	NATHAN A BORDEN AND AMY BORDEN	
Rental Unit or Apartment Ad 5011 WOLF	dress / City / State ROAD, ERIE PA 16505	Maximum Persons 5
Lease Term: 6 MONTHS, * Lease Starting Date MARC	WITH THE RIGHT TO EXTEND ON A MONTH-TO H 1, 2003 Lease E	O-MONTH BASIS nding Date AUGUST 31, 2003
Monthly Rent \$1,800.00	Prompt Payment Discount NONE (See paragraph 1(b) below)	Due Date for Rent Each Month 1ST
Late Charges \$50.00		
Bad Check Charge \$50.00	Security Deposit \$1,800.00	Pet Violation Charge per Day Per Pet NO PETS ALLOWED
Landiord Pays for:		ER ☐ TRASH ☐ LAWN CARE
Tenant Pays for: 💢 (		TRASH   LAWN CARE
1. RENT	7	

- Tenant agrees to pay the Monthly Rent in advance on or before the Due Date each month. Landlord does not have to ask Tenant to pay the (a) rent. Tenant agrees to pay rent by first class mail, or in person, to Landlord at Landlord's Address above, or at any future address specified by Landlord.
- If Landlord receives the Monthly Rent before the Due Date, and all prior rent and all other charges under this Lease are paid, Tenant may (b) deduct the Prompt Payment Discount in the Lease Information Table above.
- If Tenant mails the rent to Landlord, the date of payment is the date the Landlord receives the rent, not the postmark date. If payment is (c) made by check and the check is returned for insufficient funds, or for any other reason, Tenant will pay to Landlord the Bad Check Charge in the Lease Information Table as additional rent.

# Case 1:04-cv-00175-SJM Document 14-5 Filed 11/11/2005 Page 13 of 19 Page 2

- 2. SECURITY DEPOSIT
- (a) Tenant agrees to pay a Security Deposit in the amount indicated in the Lease Information Table.
- (b) Tenant agrees to pay the Security Deposit to Landlord before the Lease Starting Date and before Tenant moves into the Rental Unit.
- (c) Landlord can take money from the Security Deposit to pay for any damages caused by Tenant, Tenant's family, and Tenant's guests. Landlord may use the Security Deposit to pay for any unpaid rent or any other charges owed by Tenant to Landlord. Landlord will send Tenant a written list of damages and amounts of money taken from the Security Deposit.
- (d) Landlord agrees to send any Security Deposit left over to Tenant within thirty (30) days after Tenant leaves and returns the keys to the Rental Unit to the Landlord.
- (e) Tenant agrees to give Landlord a written forwarding address when Tenant leaves.
- (f) Tenant may not use the Security Deposit as payment for the last month's rent.

#### 3. LANDLORD'S AND TENANT'S DUTIES AT THE START OF THE LEASE

Landlord agrees to give Tenant the Rental Unit on the Lease Starting Date. If Landlord cannot give Tenant the Rental Unit because the previous Tenant is still in the Rental Unit or the Rental Unit is damaged, or for any other reason not the fault of the Landlord, then Tenant cannot sue the Landlord. If Tenant does not take the Rental Unit on the Lease Starting Date, Landlord can (a) rent the Rental Unit to another Tenant and keep any rent or deposits previously paid to the Landlord or (b) sue the Tenant for money damages.

Tenant agrees that Tenant has personally inspected the Rental Unit and finds it in good repair and in proper working order. Tenant accepts the Rental Unit "AS IS" and fit for residence.

Within five (5) days of taking possession of the Rental Unit, Tenant must provide to Landlord a complete written list of any defects or damages to the Rental Unit which existed before Tenant took possession. If no such list is given to the Landlord, this is evidence that there were no defects or damages. Tenant will pay for all defects and damages not appearing on this list when Tenant moves out.

#### 4. DAMAGE TO RENTAL UNIT

Tenant agrees to tell Landlord immediately in writing if the Rental Unit is damaged by fire or any other mishap. Tenant agrees to tell Landlord immediately in writing if there is any condition in the Rental Unit that could damage the Rental Unit or harm Tenant or others. If Tenant cannot live in the whole Rental Unit because it is damaged, Tenant may: (1) live in the undamaged part of the Rental Unit and pay less rent until the Rental Unit is repaired; or (2) end the Lease and leave the Rental Unit.

Landlord has the right to end the Lease and require the Tenant to move out if, in the opinion of the Landlord, necessary to repair damage resulting from a fire or other mishap.

Tenant agrees that if the Rental Unit is damaged and Tenant ends the Lease, Landlord has no further responsibility to Tenant.

#### 5. INSURANCE

Landlord agrees to have insurance on the building where the Rental Unit is located. Tenant's personal property is not insured by Landlord's insurance. Tenant is responsible for insuring Tenant's own property located in the Rental Unit.

#### 6. TRANSFER OF LEASE BY TENANT

Tenant agrees not to transfer this Lease or the Rental Unit to anyone else without the written permission of the Landlord.

If the written permission of the Landlord is not obtained, any other person then living in the Rental Unit may be removed by the police, Sheriff or constable.

Tenant agrees that if Tenant transfers this Lease or the Rental Unit to anyone else without the written permission of the Landlord, Tenant is breaking this Lease.

#### 7. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damages to property or injuries to people caused by Landlord's intentional or negligent acts at the Rental Unit.

Tenant is responsible for all damages to Landlord's property and injuries to people caused by the accident, intentional or negligent acts of the Tenant, Tenant's family, guests, or others.

Tenant agrees that Landlord is not responsible to Tenant, Tenant's family or guests for damages or injuries caused by water, snow or ice that comes into the Rental Unit, or any other reason which is not caused by Landlord.

Case 1:04-cv-00175-SJM Document 14-5 Filed 11/11/2005 Page 14 of 19

### 8. PERSONAL SECURITY

Tenant agrees to assume responsibility for the personal security and safety of all persons in the Rental Unit. Any safety or security measures are Tenant's responsibilities.

#### 9. USE OF RENTAL UNIT BY TENANT

Tenant agrees to use the Rental Unit only as a personal residence.

Tenant agrees to obey all federal, state and local laws and regulations when using the Rental Unit.

Tenant agrees not to allow more than the Maximum Persons in the Lease Information Table to live in the Rental Unit.

No flammable, hazardous or toxic chemicals or substances are allowed in or around the Rental Unit.

No noise or activities are allowed which disturb other Tenants or neighbors.

No pets are allowed. If pets are in or around the Rental Unit, (1) Tenant is breaking this Lease, (2) Tenant will pay the Pet Violation Charge in the Lease Information Table, and (3) Landlord may remove the pet to an animal shelter or other location at Tenant's expense.

#### 10. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the Rental Unit. If Tenant breaks any rules or regulations for the Rental Unit, Tenant breaks this lease

Landlord has the right to impose reasonable rules and regulations from time to time for the proper management of the property by notifying Tenant in writing.

### 11. HOW LANDLORD'S MORTGAGE AFFECTS THIS LEASE

A mortgage occurs when a person borrows money from a bank or other lender, and piedges property as security for the loan. That means the property is mortgaged. If the borrower does not pay back the loan, the lender can take the property. Usually, the lender will then try to sell the property to get the loan money back. Sometimes it is difficult for the lender to sell a property that is occupied by a **Tenant**, so lenders usually require **Landlords** to give them the right to end any leases if they take back a mortgaged property because of the **Landlord's** nonpayment of the loan.

Tenant agrees that Landlord has the right to mortgage the Rental Unit. The Rental Unit may already be mortgaged now, or in the future. Tenant agrees that if the Rental Unit is taken by Landlord's lender because of nonpayment of a mortgage loan, then Landlord's lender will have the right to end this Lease, and require Tenant to move out.

Tenant gives Landlord the right to sign any document, for and in the name of the Tenant, which is required by Landlord's lender to give the lender the right to end this Lease.

#### 12. CARE OF RENTAL UNIT

Tenant is responsible for, and will take good care of, the Rental Unit and all of the property in and around it. Tenant agrees to shampoo all carpets as needed and keep the entire Rental Unit and all appliances clean and trash free during this Lease. Tenant agrees to pay for any damage caused by Lease ends in as good condition as when Tenant first took the Rental Unit, except for normal wear. Tenant agrees to shampoo all carpets, clean all appliances, clean the Rental Unit and remove all trash at the end of this Lease.

NAILS. No nails, screws or tacks are allowed in the walls or woodwork without Landlord's permission. Picture or other items are allowed on the walls only by a method approved by Landlord.

CARS. Tenant will not permit any cars or vehicles on the lawn or on areas around the Rental Unit where they are not intended or permitted. No junk, disables cares or cars or vehicles with expired registration or inspection stickers are permitted in, on or around the Rental Unit. Tenant will permit removal.

Tenant will not sue Landlord for any liability or for any damages caused by this

HEAT. If Tenant is responsible for or can control the heat, Tenant will keep the Rental Unit heated at all times during the heating season. If Tenant fails to do so, Tenant will pay for any damages.

SNOW. If Tenant is responsible to provide Snow and Ice Removal, as indicated in the Lease Information Table, then Tenant will at all times keep the sidewalks and driveways next to the Rental Unit clear from ice and snow. If Tenant fails to do so, Tenant will pay for any damages and injuries.

LAWN CARE. If Tenant is responsible to provide Lawn Care, as indicated in the Lease Information Table, then Tenant must keep the lawn mowed and edged every week during the growing season. Tenant will keep all shrubs adjoining the Rental Unit neatly trimmed.

Page 3

Tenant must inspect and test the operation of all smoke detectors and fire extinguishers in the Rental Unit during this Lease and replace and install batteries to keep the smoke detectors working at all times.

#### 14. LANDLORD'S RIGHT TO ENTER RENTAL UNIT

Landlord and persons allowed by Landlord have the right to enter the Rental Unit at reasonable times. Landlord will try to tell Tenant at least twenty-four (24) hours before entering. Tenant may not unreasonably stop Landlord from entering. No advance notice is required if emergency repairs are required.

Landlord and persons allowed by Landlord have the right to (1) inspect, (2) make repairs, (3) do maintenance, (4) label for rent or sale, and (5) show the Rental Unit during the Lease Term.

#### 15. UTILITIES AND OTHER SERVICES

Tenant agrees to pay the costs for utilities and other services, which are Tenant's responsibility in the Lease Information Table. Those items, which are indicated as Landlord's responsibility will be provided by the Landlord.

Tenant agrees to pay for all utilities and services not listed in the Lease Information Table.

Landlord has the right to temporarily turn off any utility or other services to the Rental Unit in order to make repairs or to do maintenance.

If the Water and/or Sewer charges are the responsibility of Tenant, Landlord will pay these charges and bill Tenant for the cost. Tenant will reimburse Landlord for these charges as additional rent within ten (10) days after receiving the bill.

#### 16. EMINENT DOMAIN

Eminent domain is the legal name for the right of a government to take private property for public use.

If the government takes all or any part of the Rental Unit, or the building, which contains the Rental Unit, Landlord is allowed to end this Lease. All money paid by the government belongs to the Landlord.

#### 17. WHEN TENANT STAYS IN THE RENTAL UNIT AFTER THE END OF THE LEASE

If Tenant does not leave and remove their belongings at the Lease Ending Date and if Landlord accepts any rent payment, then this Lease will be renewed for another full Lease Term as shown in the Lease Information Table.

Landlord may offer to renew or extend this Lease for an increased Monthly Rent or on different terms and conditions. If Landlord does so, and accepts rent after the Lease Ending Date, the Lease will be renewed at the increased Monthly Rent and different terms and conditions. Unless Landlord offered a different Lease Term, the Lease continues for the same Lease Term in the Lease Information Table.

If Tenant stays in the Rental Unit after the Lease Ending Date and does not sign a new Lease Agreement, Landlord can end the Lease by giving Tenant ten (10) days written notice. Death of either the Landlord or the Tenant does not affect or end this Lease.

#### 19. LANDLORD'S RIGHT TO END LEASE

Landford may end this Lease at any time by giving thirty (30) days written notice to the Tenant.

#### 20. TENANT'S RIGHT TO END LEASE

If Tenant did not violate (break) this Lease, Tenant has the right to end this Lease at the end of any month by giving Landlord thirty (30) days written notice. When the notice is given, Tenant must pay Landlord two (2) additional months rent to end the Lease. Tenant will comply with all other parts of this Lease, including payment of Monthly Rent, until the Lease ends.

#### 21. REPAIRS

Landlord is required to perform only the following repairs: (1) roof, (2) foundation, (3) structure, or (4) as otherwise required by law. Tenant will immediately tell Landlord in writing if any such repairs are needed.

The Landlord does not have to make any repairs to the plumbing or electrical fixtures which break or need repairs caused by Tenant, Tenant's family or guests.

Tenant must perform all other repairs.

Tenant cannot reduce their Monthly Rent because of any inconvenience or discomfort caused by repairs made by Landlord, or for Landlord's failure to provide any service or utility not through the fault of the Landlord.

Case 1:04-cv-00175-SJM Document 14-5 Filed 11/11/2005 Page 16 of 19

#### 22. CHANGES MADE BY TENANT

No changes to the Rental Unit by Tenant are allowed without Landlord's written consent. When Tenant moves out, Landlord may keep, remove or repair any such changes. The cost of removal or repairs and the cost of restoring the Rental Unit is the responsibility of the Tenant.

Tenant will not change the locks in the Rental Unit or install any additional locking devices without Landlord's written permission. If any locks are changed or installed by Tenant, Tenant must give Landlord a duplicate set of keys.

#### 23. VIOLATIONS OF THIS LEASE

If there are two or more Tenants to this Lease, this is a joint and several Lease. That means that all the Tenants as a group and each of the Tenants as an individual are responsible to Landlord for all of the provisions of this Lease. For example, if the rent is not paid in full, Landlord can sue all of the Tenants jointly) for any unpaid rent, or, Landlord can sue any one Tenant separately (severally), even the Tenant who already paid partial rent, for all of the remaining unpaid rent.

Tenant violates (breaks) this Lease if Tenant, Tenant's family or guests:

Lied or made any untruthful statements in their rental application, whether written or verbal; (2) Fails to pay Monthly Rent or other charges to Landlord on time; (3) Leaves the Rental Unit without the Landlord's permission before the end of the Lease; (4) Does not: (a) leave the Rental Unit; (b) remove all of their belongings; and (c) return the keys to the Rental Unit to the Landlord at the end of the Lease; (5) Fails to obey all rules and regulations for the Rental Unit as provided from time to time by Landlord to Tenant; (6) Is convicted for or possesses any drugs, whether in the Rental Unit or not, or applies for any Probation Without Verdict" or "Accelerated Rehabilitation Disposition" Program, or (7) Does not obey all the requirements of this Lease Agreement.

#### 24. NOTICE OF VIOLATION

If Tenant violates (breaks) the Lease by failing to pay rent or other charges to Landlord in full on time, Landlord will serve on Tenant a five (5) day NOTICE TO QUIT or EVICTION NOTICE. The NOTICE shall be given to the Tenant, posted on the Rental Unit, or otherwise served as allowed by law. This NOTICE means that the Landlord may file a Complaint in Court for the rent or to remove Tenant from the Rental Unit, or both. Landlord cannot file the Complaint if Tenant pays the rent or other charges in full within the five (5) days.

If Tenant, Tenant's family or guests violate (break) the Lease in any other way, Tenant gives up the right to receive any NOTICE TO QUIT or EVICTION NOTICE. This means that the Landlord may file a Complaint in Court to remove Tenant, Tenant's family and guests without first telling the Tenant.

#### 25. REMEDIES AVAILABLE TO LANDLORD IF TENANT VIOLATES (BREAKS) LEASE

If Tenant, Tenant's family or guests violate (break) this Lease, the Landlord may sue:

- To collect past due rent, late charges and any other money owed; (2) To remove the Tenant and all others from the Rental Unit; (3) To collect for all damages to the Rental Unit, including withholding Tenant's wages for damages; (4) To collect for unpaid rent until the Lease Ending Date or until another person rents the Rental Unit; (5) To collect all costs and expenses caused because Tenant violated (broke) this Lease, including:
- (a) Utilities otherwise payable by Tenant; (b) Advertising;
- (c) Attorney's fees; (d) Court costs; (e) A reasonable fee to

Landlord (i) to show the Rental Unit to new Tenants; (ii) to review and approve any new Tenant, and (iii) to prepare a new lease.

Landlord also has the right to seek any other remedies allowed by law.

#### 26. PERSONAL BELONGINGS OF TENANT

If it reasonably appears during the Lease Term that Tenant permanently left the Rental Unit, Landlord can throw out any of Tenant's belongings left behind. In that case, Landlord is not responsible for the value of such belongings.

If Tenant is in jail, or in a mental health unit, and fails to make arrangements with Landlord to remove their belongings, Landlord can throw out their belongings left in the Rental Unit. In that case, Landlord is not responsible for the value of such belongings.

Any personal property or belongings left in the Rental Unit at the Lease Ending Date can be thrown out by Landlord. In that case, Landlord is not responsible for the value of such belongings.

Tenant agrees that all personal goods placed in or on the Rental Unit belong to the Tenant. Tenant will protect Landlord against any claims made by other people regarding any such personal goods.

27.	LEAD DACED	DA IND	DICCLOCUDE.
41.	LEAD-DASED	PAINI	DISCLOSURE:

See Attachment A.

- 28. TENANT GIVES UP RIGHTS BY SIGNING THIS LEASE: Tenant gives up the following legal rights:
- (a) In Section 24, the Tenant agrees that the Landlord must give the Tenant either five (5) days notice or no notice to leave the Rental Unit for breaking the Lease. The Tenant gives up the right to receive a longer notice to leave the property for breaking the Lease.
- (b) In Section I 1, the Tenant agrees that if the Rental Unit property is sold by the bank because Landlord did not pay the mortgage, the buyer can end this Lease. The Tenant gives up the right to have the Lease continue if that happens.

#### 29. ENTIRE AGREEMENT

Everything Landlord and Tenant have agreed on is in this Lease Agreement and its Attachment(s). The Landlord and Tenant can change any part of this Lease only if they both sign a written agreement to do so.

THE ATTACHMENTS TO THIS LEASE ARE:	
Attachment A - Lead-based Paint Disclosure	

#### THE LANDLORD AND THE TENANT ALSO AGREE AS FOLLOWS:

The Tenant is responsible for the monthly service and alarm system from ADT.

Regarding lawn maintenance, the Landlord will provide a weekly mowing service from Chaffee Landscaping. The Tenant will be responsible for the maintenance around the house.

\* The Landlord will extend this Lease Agreement on a month-to-month basis at a rental rate of \$2,000.00 per month. Tenant will provide the Landlord with a 30-day notice of their intention to extend the lease on a month-to-month basis.

The Landlord agrees to:

- 1. install new carpet in the Living Room, Dining Room, 2 Bedrooms & Hallway
- 2. sand and paint the ceiling and/or walls in 2 bedrooms
- 3. paint the off-white walls in the Dining Room
- 4. repair any wallpaper that is peeling
- 5. clean all curtains
- 6. clean the carpet in the Master Bedroom, and Family Room
- 7. replace any light bulbs, repair any locks on windows
- 8. exterminate ants in the kitchen area

By signing this Lease, each Tenant has read the entire Agreement and understands all of it. Each Tenant received a copy of this Lease.

LANDLORD'S SIGNATURE:	DATE: 74.24.2003		
muhelle m Furnan agent	For Too Much Stuff, ELC agent Redgefuld Der Co,		
TENANT'S SIGNATURE:	DATE:		
Cimy Berdin	212112-003		
TENANT'S SIGNATURE:	DATE:		

	Case 1:04-cv-00175-SJM	Document 14-5	Filed 11/11/2005	Page 18 of 19
TENANT'S	S SIGNATURE:		DATE:	
			-	
TENANT'S	SIGNATURE		DATE:	

#### DISCLAIMER

Copyright 1999 by Apartment Association of Northwestern Pennsylvania, Inc.

The use of this lease is exclusively reserved for those having written authorization.

The form and content of this lease may not be reproduced in whole or in part without written permission. All rights reserved.

No liability is assumed for its use.

# **Photo Sheet**

Insured Borden, Jonathan

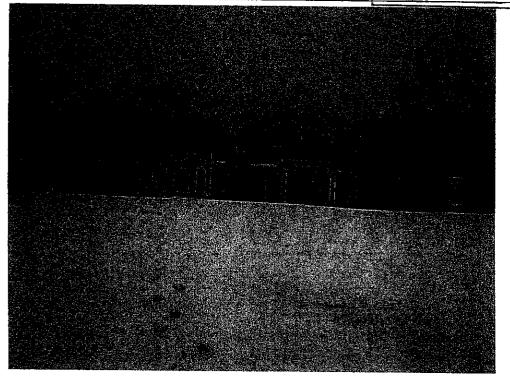
Coverage BPR 6 2003

Ans.

Claim # Policy #

F300301218 6308271183 F300301218

Ins Claim #



#### Description

Lease House arranged through Coldwell Banker, Erie. 5011 Wolf Road, Erie, Pennsylvania This house is located 1/4 mile down the street from the loss location and is large enough to accommodate the customer and their three small children.